

advertising on a barter basis, i.e., by offering the owners of these advertising media radio announcements in return for advertisements promoting KIOI in their media whenever possible. In order to assist 100.3 Radio in obtaining such advertising, West Texas agrees that it will provide 100.3 Radio with spot announcements to be broadcast over KMMX on the following terms and conditions:

a. The total value of spot announcements to be broadcast by KMMX shall equal Twelve Thousand Seven Hundred Dollars (\$12,700), computed in accordance with the advertising rates generally applicable to other KMMX advertisers.

b. West Texas shall not be obligated to broadcast more than two minutes of such spot announcements in any hour, and no such announcement shall be longer than one minute. Subject to these limits, spot announcements provided to 100.3 Radio under this Agreement will be accorded scheduling and placement treatment equivalent to that given KMMX's most favored advertisers.

c. West Texas' obligation to broadcast such spot announcements will cease one year after the date on which KMMX begins operating on Channel 262 if within that year KMMX has broadcast all such spot announcements ordered from it pursuant to this Agreement.

d. All such announcements shall conform to standards of acceptability used by KMMX in accepting or rejecting advertising submitted by other KMMX advertisers and KMMX shall

not be obligated to broadcast any announcement promoting KIOI or any other radio station.

e. In addition, in order to cover costs of 100.3 Radio in the reprinting of forms, letterhead, envelopes and promotional materials, including coverage maps, to reflect the new frequency on which KIOI would begin broadcasting, West Texas and 100.3 Radio will proceed as follows:

i. First, 100.3 Radio will undertake to barter advertising time on KIOI for the printing and duplicating services. If 100.3 Radio is unable to make such barter arrangements for two thousand five hundred dollars worth of printing and duplicating services by the date on which West Texas gives the notice required by paragraph 5 of this section of this Agreement, the obligations of West Texas specified in the next two subparagraphs shall become effective.

ii. West Texas will attempt to arrange for the provision of bartered printing and duplicating services for the benefit of 100.3 Radio in the amount of two thousand five hundred dollars worth of printing and duplicating value by offering as barter exchange advertising time on its station KMMX. To the extent that 100.3 Radio has made barter arrangements for printing and duplicating services pursuant to subparagraph i., the value of such barter arrangements shall reduce the obligation of West Texas under this subparagraph ii.

iii. If the efforts of 100.3 Radio and West Texas pursuant to subparagraphs i. and ii. respectively have not provided 100.3 Radio with bartered printing and duplicating services in the value of two thousand five hundred dollars by the fourteenth day after the giving of notice by West Texas called for by paragraph 5 of this section of this Agreement, then West Texas shall immediately pay to 100.3 Radio in cash the difference between two thousand five hundred dollars and the value of the bartered printing and duplicating services arranged pursuant to subparagraphs i and ii.

8. Payment to 100.3 Radio. In addition to the obligations it has undertaken in the preceding paragraphs of this Agreement, West Texas hereby agrees to pay 100.3 Radio the sum of Ten Thousand Dollars as follows:

a. Within nine (9) days after execution of this Agreement, West Texas will deliver Ten Thousand Dollars (\$10,000.00) to its attorney, Lawrence J. Bernard, Jr. with directions to deposit said sum in an interest-bearing escrow account. The terms and conditions of the escrow deposit, to be agreed upon by West Texas' attorney and James P. Riley, attorney for 100.3 Radio, will include deposit of the funds in a Washington, D.C. area banking institution fully insured by an agency of the United States Government.

b. Upon completion of the transactions described in paragraph 5 of this section, West Texas will take such actions

as are necessary to pay the \$10,000.00 principal of the above-referenced escrow account to 100.3 Radio and pay any interest earned on the account to West Texas.

9. Payment by Southwestern to West Texas. Southwestern acknowledges that it will benefit from the transactions between West Texas and 100.3 Radio described in paragraphs 1 through 5 of this section, in that completion of said transactions will enable it to obtain authority from the FCC to construct new facilities for KLCU on Channel 284C2. Accordingly, as consideration for receipt of this benefit, Southwestern hereby agrees to execute and deliver to West Texas on or before the date described in paragraph 5 of this section its promissory note in the amount of Five Thousand Dollars (\$5,000.00), guaranteed by its President, Thomas J. Crane, in the form attached hereto as Exhibit A.

10. Contingency; Right to Prosecute. As of January 21, 1994, 100.3 Radio shall no longer be bound by the terms of this Agreement unless the FCC has, prior to that date, issued a Special Temporary Authorization permitting the continued operation of K10L on Channel 262C1 at the K10L Current Site. Anything contained in this Agreement notwithstanding, 100.3 Radio reserves the right to prosecute the application for a minor modification of its Channel 262C1 facilities filed December 14, 1987 (BPH-871214ID). This application was dismissed by the FCC Letter Order. 100.3 Radio hereby specifically reserves the right to seek reconsideration of the Letter Order. If the FCC actions necessary to confer upon 100.3 Radio Inc. full and final authority to operate station K10L

on Channel 284C1 from the KIOL Current Site are granted, 100.3 Radio Inc. will request dismissal of BPH-871214ID.

11. Law of Contract; Prior Negotiations; Entire Agreement.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. It contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally. No attempted change, termination or waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against which it is sought to be enforced.

12. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when the parties shall have each executed one counterpart.

13. Notices: Any notice to be given under this Agreement shall be considered as given when mailed by U.S. postage-prepaid first-class Mail with return receipt requested as follows:

If to 100.3 Radio:

Mr. Galen O. Gilbert
CSRG, Inc.
212 West Oak Circle
Sulphur Springs, Texas 75482

with a copy to:

James P. Riley, Esquire
Fletcher, Heald & Hildreth
11th Floor
1300 North 17th Street
Rosslyn, Virginia 22209

If to West Texas Broadcasting Co., Inc.
Mr. J. Morgan Dowdy

with a copy to:

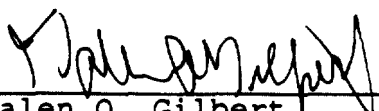
Lawrence J. Bernard, Jr., Esquire
Law Offices of Lawrence J. Bernard, Jr.
2000 L Street, N.W.
Suite 504
Washington, D.C. 20036

If to Southwestern Broadcasting Corporation:
Mr. Thomas J. Crane

with a copy to:

In consideration of their mutual promises, the parties hereto have entered into this Agreement as of the date indicated above.

100.3 RADIO, INC.

By: 
Galen O. Gilbert
President

WEST TEXAS BROADCASTING CO., INC.

By: 15/
J. Morgan Dowdy
President

SOUTHWESTERN BROADCASTING CORPORATION

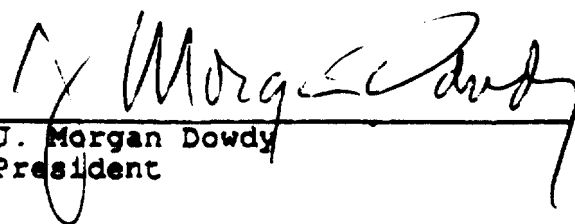
By: 15/
Thomas J. Crane
President

In consideration of their mutual promises, the parties hereto have entered into this Agreement as of the date indicated above.

100.3 RADIO, INC.

By: _____
Galen O. Gilbert
President

WEST TEXAS BROADCASTING CO., INC.

By: 
J. Morgan Dowdy
President

SOUTHWESTERN BROADCASTING CORPORATION

By: _____
Thomas J. Crane
President

In consideration of their mutual promises, the parties hereto have entered into this Agreement as of the date indicated above.

100.3 RADIO, INC.

By: _____
Galen O. Gilbert
President

WEST TEXAS BROADCASTING CO., INC.

By: _____
J. Morgan Dowdy
President

SOUTHWESTERN BROADCASTING CORPORATION

By:  _____
Thomas J. Crane
President

EXHIBIT L

(L)

Law Offices
LAWRENCE J. BERNARD, JR.
2000 L Street, N.W.
Suite 504
Washington, D.C. 20036
(202) 296-9005

February 11, 1994

RECEIVED

FEB 14 1994

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Mr. William Caton
Acting Secretary
Federal Communications Commission
Washington, D.C. 20554

Re: FCC Reply Ref. 1800B3-MFW;
In re: KMMX(FM)/KIOL-FM Lamesa, Texas

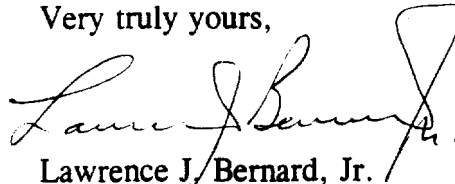
Dear Mr. Caton:

On December 1, 1993, Larry D. Eads, Chief of the Audio Services Division of the Mass Media Bureau addressed a letter to the licensees of the referenced stations in which he, inter alia, extended special temporary authorizations originally granted to the referenced stations on March 25, 1988, for a period of 90 days.

Following receipt of Mr. Eads' letter, the licensees of the referenced stations and Southwestern Broadcasting Corporation, permittee of KLZK(FM), Brownfield, Texas, entered into an agreement looking toward resolution of the problems noted in the letter. Preliminary discussions relating to implementation of the agreement have been held with members of the Commission staff, and it is anticipated that formal filings related thereto will be made in the near future. In the meantime, the licensees of KMMX and KIOL desire to continue to operate in accordance with the March 25, 1988 STAs. Accordingly, the Commission is respectfully requested to extend those STAs for 180 days in order to permit the licensees to continue to operate in the facilities they have used since 1988, and to permit an orderly review by the Commission of the proposals set forth in their agreement, a copy of which is attached hereto.

Should any questions arise concerning this matter, please contact this office or James P. Riley, Esq. of Fletcher, Heald & Hildreth, 1300 North 17th Street, 11th Floor, Rosslyn, VA 22209 (703/812-0450), counsel for the licensee of KIOL-FM.

Very truly yours,



Lawrence J. Bernard, Jr.

cc: Michael Wagner, Esq.
Larry Eads, Esq.
James P. Riley, Esq.

EXHIBIT M

3.1
M

**SOUTHWESTERN BROADCASTING CORPORATION
PO BOX 486
MULESHOE, TEXAS 79317
(806)-272-4273**

February 21, 1994

**Mr. Larry Eads, Chief
Audio Services Division
Mass Media Bureau
Federal Communications Commission
1919 M Street, NW
Washington, DC 20554**

**RE: KMMX (FM), LaMesa, TX
KIOL (FM), LaMesa, TX
KLZK (FM), Brownfield, TX**

Dear Mr. Eads:

Pursuant to your letter dated December 1, 1993, please accept this letter as KLZK's response to comply with all the terms required in your letter. Due to the delay in my receiving your letter, please accept my apologies for the lateness of this response which I explained to Mr. Wagner early in January.

Specific to the steps we have taken to return KLZK to the air, progress has been made on several fronts. With respect to our tower site, we have made progress with local land owners to enter a long term lease and have been negotiating for a used tower to erect on this site. Moreover, there is an adjacent tower site owned by a Lubbock Company and we have entered negotiations with this company and are exploring the possibility of renting on their existing tower.

Part of the issues surrounding this new tower site is the need to comply with the changes necessary to make our new 301 application fully acceptable. Currently, John Furr & Associates, our consulting engineer (see enclosed), has been preparing our new 301, and we are working to have all elements in place to make the 301 quickly grantable.

Mr. Larry Eads
February 21, 1994
Page Two

Beyond the tower and tower site, we have been in negotiations for the FM transmitter, line and antennae, as well as the necessary studio equipment. We currently operate KMUL-AM and KKYC-FM in Mulshoe, Texas and we will use our personnel out of Mulshoe to help with engineering, programming, administration and operation of the station.

In addition to our local staff, we have engaged a Broadcasting Consultant, KBE Broadcasting, (see enclosed), to help us provide the best programming to Brownfield and the region.

Specific to the RF radiation issue, please be advised that we will keep our RF exposure to acceptable levels, the studio will be separate from the tower site, and at the tower site the tower will be fenced and a warning sign will be posted. Moreover whenever we work on the tower, we will turn off the transmitter or reduce power, so as not to exceed ANSI standards.

Beyond this letter we have entered into an agreement with KMMX and KIOL, which has been presented to the Commission to help resolve these issues. Pursuant to this agreement there will be a Petition For Rulemaking filed. It is our intention to file our new 301 at the same time as the Petition for Rulemaking. If this is not the preference of the Commission we can file the 301 pursuant to your direction.

Therefore, as outlined we will comply fully with the RF Radiation standards, we will commence operation on Channel 282C2 as soon as possible upon the granting of our Construction Permit, and we will file our 301 with the Petition for Rulemaking or as directed by the Commission.

At this time it would not be fiscally wise and not in the public interest to put KLZK on the air as a class A station, in that the old tower site is not available and we need to conserve our resources so as to construct our facility to its full potential to help insure its financial viability and operation for the region. This combination of facts, plus the confusion and difficulty surrounding our Construction Permit has created extraordinary circumstances for KLZK, and the public interest would be best served by the installation of our full license and allowing us to construct one facility and insure our long term service to Brownfield and the region.

Mr. Larry Eads
February 21, 1994
Page Three

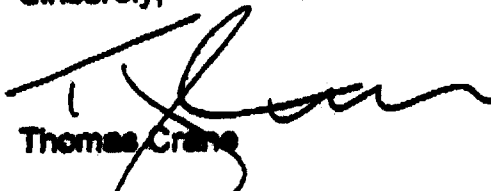
Beyond the steps outlined above, with respect to securing a tower and equipment, it is our plan to put KLZK on the air within six months of the granting of our Construction Permit. During the first two months, after the Construction Permit has been issued, we will install a tower. The transmitter plant will be constructed during the second two months, and the studio will be complete within the final two months; placing us on the air within six months.

In closing, we request that a Special Temporary Authority be granted for 180 days to give time for our Construction Permit to be granted and the station built. Moreover, as stated, we will be on the air within 6 months of granting the Construction Permit, or any time mandated by the commission.

If any additional information is needed, please let me know. If any additional steps need to be taken we will comply immediately.

Thank you for your consideration.

Sincerely,



Thomas Crane
TC/cn

cc: Mr. Mike Wagner
Lawrence Bernard, Esq.

EXHIBIT N

N

ANN BAVENDER*
KAREN L. CASSER*
ANNE GOODWIN CRUMP*
VINCENT J. CURTIS, JR.
RICHARD J. ESTEVEZ
PAUL J. FELDMAN*
ERIC FISHMAN*
RICHARD HILDRETH
FRANK R. JAZZO
ANDREW S. KERSTING*
KATHRYN A. KLEIMAN
EUGENE M. LAWSON, JR.
HARRY C. MARTIN
GEORGE PETRUTSAS
LEONARD R. RAISH
JAMES P. RILEY
KATHLEEN VICTORY*
HOWARD M. WEISS

* NOT ADMITTED IN VIRGINIA

FLETCHER, HEALD & HILDRETH, P.L.C.

ATTORNEYS AT LAW

11th FLOOR, 1300 NORTH 17th STREET

ROSSLYN, VIRGINIA 22209-3801

(703) 812-0400

TELECOPIER

(703) 812-0486

INTERNET

FLETCHERHEALD@msn.com

FRANK U. FLETCHER
(1939-1985)
ROBERT L. HEALD
(1956-1983)
PAUL D. P. SPEARMAN
(1936-1982)
FRANK ROBERSON
(1938-1981)
RUSSELL ROWELL
(1948-1977)

ARTHUR

EDWARD F. KENEHAN

CONSULTANT FOR INTERNATIONAL AND
INTERGOVERNMENTAL AFFAIRS
SHELDON J. KRYG
U. S. AMBASSADOR (ret)

OF COUNSEL

EDWARD A. CAINE*

WRITER'S NUMBER
(703) 812-

0438

June 28, 1996

VIA HAND DELIVERY

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D.C. 20554

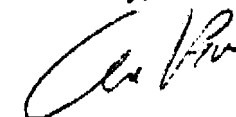
Re: KMMX(FM)
Lamesa, TX
File No. BALH-940414GG
Application for assignment of license

Dear Mr. Caton:

This letter is to advise the Commission that all acts necessary to assign the license for the FM station licensed to Lamesa, Texas operating on 104.7 MHZ, which has to this date been identified by call sign KMMX, from West Texas Broadcasting Co., Inc. to 100.3 Radio, Inc., pursuant to the Commission's grant, on June 27, 1995, of File No. BALH-940414GG, have been completed today.

If questions arise, please contact the undersigned attorney.

Sincerely,



Ann Bavender
Counsel for 100.3 Radio, Inc.

cc: Michael Wagner, Esq. (via hand)

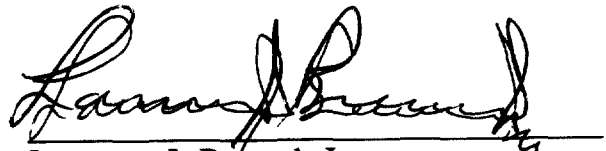
CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Motion for Summary decision were hand-delivered this 5th day of July 1996 to:

Roy S. Stewart, Esq.
Chief, Mass Media Bureau
Federal Communications Commission
1919 M Street, N.W., Room 314
Washington, D.C. 20554

Norman Goldstein, Esq.
Chief, Complaints & Political
Programming Branch
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 8210
Washington, D.C. 20554

Kenneth M. Scheibel, Jr.
Attorney, Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 7212
Washington, D.C. 20554


Lawrence J. Bernard, Jr.